

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION**

In re:

GETWELL PHARMACY OF TENNESSEE, INC.,
Debtor.

Case No. 21-21598-H
Chapter 11, Subchapter V

**EMERGENCY MOTION FOR ENTRY OF ORDER AUTHORIZING
DEBTOR TO INCUR POST-PETITION CREDIT**

Comes now GetWell Pharmacy of Tennessee, Inc. (“Debtor”) and respectfully requests the Court enter an order on an emergency basis granting it authority to obtain post-petition financing in the amount of \$10,000 and granting a priority lien to the lender (the “Motion”). In support of its Motion the Debtor would show as follows:

JURISDICTION

1. This Court has jurisdiction over the subject matter of this Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper in this Court pursuant to 28 U.S.C. § 1409(a). This is a core proceeding pursuant to 28 U.S.C. §157(b)(2)(A). The Court possesses the requisite authority to grant the relief requested herein pursuant to 11 U.S.C. §§ 105, 364 (the “Bankruptcy Code”).

BACKGROUND

2. On May 14, 2021 (the “Petition Date”), the Debtor filed an emergency voluntary petition in the United States Bankruptcy Court for the Western District of Tennessee for relief under Chapter 11, Subchapter V, of the Bankruptcy Code. Pursuant to Sections 1107 and 1108 of the Bankruptcy Code, the Debtor is continuing to operate its business and manage its properties as Debtor-in-possession. No trustee or examiner has been appointed in the above-

captioned case (the “Chapter 11 Case”), and an official creditors’ committee has been formed in the Chapter 11 Case.

3. The Debtor is a corporation created and organized under the laws of the State of Tennessee. Debtor's business centers on the operation of a pharmacy in Olive Branch, Mississippi.

RELIEF REQUESTED

4. Debtor seeks an order approving the post-petition financing to be provided by Broadway Advance Funding (“Broadway”) in the amount of \$10,000 pending an expanded agreement to provide equity capital to the Debtor no later than August 11, 2021. A copy of the proposed funding is attached hereto as Exhibit A.

5. Under the terms of the proposed Broadway Advance financing, Debtor anticipates purchasing new inventory, including brand inventory. The proposed advance will be sufficient for the Debtor to operate an additional thirty-day period. Broadway Advance will be granted a primary lien to the extent of \$10,000.

6. All parties in interest, including the owner, vendors, and customers, will be best served by protecting the continuity of the Debtor’s business and avoiding the disruption and liquidation of the Debtor’s business that would occur as a result of the funding not being provided.

7. Pursuant to Section 364, AmerisourceBergen is adequately protected in its current status by the infusion of the Broadway funds and the priming lien given it pursuant to the agreement.

8. An emergency setting is warranted under the circumstances due to the expiration on August 27, 2021, of Debtor's authority to use cash collateral and the need for the funds to continue operations after that date.

WHEREFORE, GetWell Pharmacy of Tennessee, Inc, respectfully requests entry of an order authorizing it to incur post-petition financing in accordance with the terms set forth on Exhibit A and for such other and further relief as may be necessary and appropriate.

Respectfully submitted,

/s/ Steven N. Douglass

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the preceding was electronically filed through the Court's ECF system and served this 22nd day of July 2021, by operation of the Court's electronic noticing system upon the matrix.

/s/ Steven N. Douglass

Steven N. Douglass